

TIMBER SALE PROSPECTUS

Sale Name :	Pelham Decks #2	Type of Sale :	Scaled
National Forest :	Shoshone	Ranger District :	Wind River
Bidding Method :	Sealed Bid	Bid Guarantee :	\$400.00

Location of Bid Opening : Medicine Bow-Routt National Forest Supervisors Office, North Timber Zone, 2468 Jackson Street, Laramie WY, 82070

Date : 02/24/2014

Time : 03:30 PM

1. INTRODUCTION. This prospectus furnishes prospective bidders with information not contained in the published advertisement and is designed to enable bidders to decide whether or not to further investigate the sale. The prospectus is not a legally binding document, but is offered to provide general information about a sale. The contract does not include descriptions, estimates, and other data in this prospectus, unless otherwise stated. In the event that the prospectus contains an error or contradicts the sample contract, the contract governs. Bidders are urged to examine the timber sale and make their own estimates. Timber sale Contract 2400-3S will be used. Inspect the sale area and the sample contract before submitting a bid. Obtain the appraisal, other information on the timber, and conditions of sale and bidding at Forest Service offices listed above and in the named attached advertisement.

2. BIDDING. This is a Sealed Bid sale. Bidders must submit sealed bids on prepared forms they can obtain from Forest Service offices listed above and in the attached advertisement. The forms include instructions for bidding and submission of the required certifications. A bid guarantee must be included with the bid in the form of cash, a bid bond on form FS-6500-13 (4/82) or later, certification of annual bid bond allocation on form FS-6500-13a (4/82) or later, an irrevocable letter of credit, a certified check, bank draft, cashiers check, official bank check, or bank or postal money order payable to the Forest Service, USDA in the amount specified above and in the bid form. The bid guarantee shall be returned to each bidder whose bid is not accepted.

Weighted Average Stumpage Rate Bidding:

Prospective purchasers must submit bids in terms of the weighted average stumpage rate. The bid form states minimum acceptable rates and estimated quantities of timber together with the minimum acceptable weighted average rate. The advertised minimum acceptable weighted average rate is only for the biddable species, as listed on the bid form in the upper section of block 14. It does not include any non-biddable, fixed rate species listed in the lower section of block 14 titled "Required Removal at Fixed Rate. Only the Fixed Rate Applies." The bidder should enter the offer on the bid form only in terms of weighted average stumpage. The Forest Service shall establish bid rates by species in the contract by multiplying each species' minimum acceptable bid rate by the bid increase percentage. Such rates will be rounded to the nearest cent. The bid increase percentage is the bidder's weighted average bid rate divided by the minimum acceptable weighted average rate. The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

3. LOCATION AND DESCRIPTION OF TIMBER. Refer to the sample contract and sale area map attached to the sample contract for legal location of sale area, location of subdivisions, location of cutting units, the acreage of sale area, and the cutting unit acreage.

THE FOLLOWING GENERAL LOCATION, ROUTES OF ACCESS, ACREAGES, AND OTHER SPECIAL LOCATION DATA DO NOT SUPERSEDE THE SALE AREA MAP OR SAMPLE CONTRACT.

This sale is located approximately 16 miles northwest of Dubois, WY. It is accessed by US Highway 26/287 and NFSRs 532 and 540. This sale contains 14 decks of lodgepole pine and other miscellaneous convertible timber. Each deck is identified with a consecutive deck number numbered from FT3-1 through FT3-4, T28-1 through T28-5, UWT28-1 through UWT28-2 and UWT-3 through UWT-5. Deck numbers are painted on the decks with blue tracer paint. Yellow and black cutting unit boundary posters are also stapled onto each

deck; posters have the sale name and deck written on them in permanent ink.

4. TIMBER QUANTITIES AND RATES. The quality, size, cut per acre, and product suitability of the timber are estimates based on detailed cruise information on file and available for inspection at the Forest Service offices listed above and in the advertisement. VOLUME QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE FOREST SERVICE ESTIMATES AND ARE NOT GUARANTEED. For these reasons, bidders are urged to examine the timber sale area and make their own estimates.

THE MINIMUM ACCEPTABLE BID RATE IS STATED IN THE ATTACHED BID FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

**Estimated Quantities and Minimum Acceptable Rates
per Unit of Measure**

Species	Product	Unit of Measure	Estimated Quantities	Average DBH	Minimum Acceptable Bid Rates	Base Rates	Required Deposits	
							Slash Disposal	Road Maintenance
Lodgepole Pine & Other	Sawtimber	CCF	187.00	N/A	\$13.13	\$3.00	\$1.59	\$0.26
Lodgepole Pine & Other	Misc-Conv.	CCF	28.00	N/A	\$1.00	\$1.00	\$1.59	\$0.26
TOTAL		CCF	215.00				\$341.85	\$55.90

The minimum acceptable weighted average bid rate is \$11.55 per CCF for the biddable species. It does not include any non-biddable, fixed rate species listed on the bid form in the lower section of block 14 titled "Required Removal at Fixed Rate. Only the Fixed Rate Applies." The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

This rate has been established by appraisal, with a cost allowance for the roads specified by the contract, if any. Required deposits for slash disposal and road maintenance are in addition to the advertised rates for timber.

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of \$2,401.00 is included in total timber value.

5. PERIOD OF CONTRACT. The normal operating season covers the period between 06/15 and 10/15. Contract termination date is 12/31/2014. Extensions of this contract may be granted only when the purchaser has met specified conditions.

If an appeal or lawsuit is filed challenging the decision to award this contract or upon determination by the Regional Forester that conditions existing on this timber sale are the same as, or nearly the same as, conditions existing on other timber sale(s) in appeal or litigation, Contracting Officer may delay award or reject all bids. If delay in award is for 30 days or more during Normal Operating Season after bid opening, Contracting Officer shall, upon award, adjust the contract term to include additional calendar days in one or more Normal Operating Seasons equal to the time award is delayed during Normal Operating Season.

6. PAYMENT. Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. Purchaser may provide an acceptable payment guarantee prior to cutting. Payment for required deposits must be a cash payment. The purchaser shall make advance deposits in accordance with Standard Provision 9.

The high bidder whose bid is accepted shall, at the time the contract is signed and returned by the bidder, make a downpayment pursuant to Title 36, Section 223.49, of the Code of Federal Regulations. The Contracting Officer will notify the high bidder of the amount necessary to make this payment. In no case shall the downpayment be less than 10 percent of the total advertised value plus 20 percent of the bid premium. After receipt of the downpayment and a satisfactory performance bond and upon execution of the timber sale contract, the Forest Service will return the bid guarantee. A cash bid guarantee may be applied to the downpayment at the request of the purchaser. The purchaser cannot apply the amount deposited as a downpayment to cover other obligations due on the sale until conditions stated in the contract for release of downpayment have been met. Refer to the sample contract for the specific conditions.

By the midpoint between award date and the termination date, the purchaser shall have paid for, or in lieu thereof, deposited cash in the greater amount of: (1) 50 percent of the total estimated bid premium, or (2) 35 percent of the total estimated sale value at bid date, exclusive of required deposits, rounded up to the next \$100.

7. PERFORMANCE BOND. A performance bond is required. The penal sum of the bond will be 10 percent of the total bid value of the sale, rounded up to the nearest \$100 when the total bid value is \$10,000 or less; and rounded up to the nearest \$1,000 when the total bid value exceeds \$10,000 or \$400.00 whichever is greater. If an irrevocable letter of credit is used to secure the performance bond, the termination of the letter of credit must be at least 6 months past the contract termination date.

8. SPECIFIED ROADS. Not Applicable.

9. ROAD MAINTENANCE. Purchaser shall perform or pay for road maintenance work, commensurate with purchaser's use, on roads controlled by Forest Service, and used by purchaser in connection with this sale. Road maintenance requirements are based on the predicted haul route. Any change in the purchaser's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in Section 4 and in the sample contract. Maintenance specifications are in the sample contract.

10. INAPPLICABLE STANDARD PROVISIONS. See sample contract.

11. SPECIAL PROVISIONS. See sample contract.

12. SET-ASIDE SALES. Not Applicable.

13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS. The contract requires domestic processing of included timber except for species declared to be surplus, and prohibits the use of such included timber in substitution for unprocessed private timber exported. The bidder, by signing the bid for advertised timber, certifies compliance with the applicable prohibitions against export and substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 U.S.C. 620, *et seq.*) with each bid.

14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW. If the total bid value plus required deposits for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the high bidder to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

15. AWARD. The Contracting Officer is required to make a determination of bidder responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations.

To determine a purchaser to be responsible, a Contracting Officer must find that:

- a. The purchaser has adequate financial resources to perform the contract or the ability to obtain them;
- b. The purchaser is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The purchaser has a satisfactory performance record on timber sale contracts. A prospective purchaser that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the purchaser's control and were not created through improper actions by the purchaser or affiliate, or that the purchaser has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a purchaser is not a responsible contractor. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;
- d. The purchaser has a satisfactory record of integrity and business ethics;

e. The purchaser has or is able to obtain equipment and supplies suitable for logging the timber and for meeting the resource protection provisions of the contract;

f. The purchaser is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Bidders, by signing the bid form, certify that, to the best of bidder's knowledge the bidder will meet the requirements in 36 CFR 223.101, determination of purchaser responsibility, and, if awarded this contract, that bidder will complete the timber sale contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber.

16. FALSE STATEMENTS ACT. Bidders, by signing the bid form, certify that they are aware that bidder is subject to the penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."

17. DAMAGES. This contract shall be terminated for breach pursuant to paragraph 16, 19, and/or 21 of the bid form and the terms of the sample contract if: 1) bidder fails to execute a timber sale contract, furnish a downpayment, or furnish a satisfactory performance bond within 30 days of the award letter's date; or 2) bidder is found to have violated the False Statements Act in making any statement or certification on the bid form including not meeting purchaser responsibility requirements, and bidder has made a false statement. The bid guarantee shall be retained, in whole or in part, by the Forest Service to satisfy any damages that may be assessed.

18. SUSPENSION AND DEBARMENT CERTIFICATION. Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017).

These rules require each timber sale purchaser, to submit a certification for itself, its principals, and its affiliates when bidding on sales. The bidder must designate its status regarding debarment, suspension, and other matters as specified on the bid form. The bidder, by signing the bid form, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the bidding. Also, as a timber sale purchaser enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" must be provided to subcontractors, but completed certifications are not required to be submitted with bid forms. Purchaser must keep these subcontractor certification forms on file for review by the Forest Service, if requested.

The certification forms and instructions for subcontractor transactions are provided as an addendum to the bid form.

19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) LOGGING REGULATIONS. Conduct of operations on this timber sale is subject to inspection for compliance with the logging operations regulations at 29 CFR 1910.266 by OSHA. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist purchasers to ensure compliance with the logging operations regulations during conduct of this timber sale from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA Region VIII, 1999 Broadway, Suite 1690, Denver, CO 80202-5716, 303-844-1600.

20. GENERAL.

Maps, deck photos, and a sample contract for this sale are available upon request.

This sale includes C5.12# - USE OF ROADS BY PURCHASER. Hauling is restricted on NFSRs 532 and 540 from July 4th through July 7th and the Friday, Saturday, Sunday and Monday of Labor Day weekend annually to prevent conflicts with heavier recreational road use. No hauling from 8:30 a.m. through 6:30 p.m. Mondays, Wednesdays, Thursdays and Fridays June 6th through September 10th. No hauling from 12:00 a.m. through 6:30 p.m. Tuesdays from June 6th through September 10th to prevent conflicts with permitted guest ranch operations. Hauling is restricted from December 15th through April 1st annually, to prevent conflicts with groomed snowmobile trails.

This sale includes C6.7# - Slash Treatment, decks UWT28-1 and UWT28-2 have limbs and tops attached and will require processing. Decks FT3-1 through FT3-4, FT28-1 through FT28-5 and UWT-3 through UWT-5 have already been processed and decked. Slash

and other material not meeting utilization standards shall be piled. Piles shall be compact, free of dirt, and of a sufficient size to facilitate burning. Slash that extends more than three feet in any direction from the pile profile will be cut off and returned to the pile. Piles shall be of a size and location that will not damage residual timber. The piles shall be at least three times the pile height from residual timber.

The sale includes provision C6.312# - Sale Operating Restrictions, stating that the Shoshone National Forest food storage order will be followed and that garbage, petroleum products, antifreeze, and other bear attractants shall be removed from the National Forest daily or stored in acceptable bear resistant containers while not in use from March 1 to December 1. No operations in sale area boundary from 8:30 a.m. through 6:30 p.m. Mondays, Wednesdays, Thursdays and Fridays from June 6th through September 10th. No operations from 12:00 a.m. through 6:30 p.m. Tuesdays from June 6th through September 10th to prevent conflicts with guest ranch. Forest Service access gates/temporary gates into the sale area boundary shall be kept closed at all times to protect grazing horses. Any portions of fences let down adjacent to gates must be 'put up' after each passage.

In the event of human/grizzly conflicts, the contracting officer has the authority to temporarily suspended operations in accordance with B8.33.

Access into decks FT3-3 and FT3-4 will require a Temporary Road B6.63 in conjunction with C6.601# Erosion Control Seeding - All temporary roads will be recontoured, ripped, and seeded for their entire length. Slash or other debris shall be placed along the rehabilitated road bed where available. Decks UWT28-1 and UWT28-2, UWT-3 through UWT-5 and T28-1 through T28-5 will be accessed by an existing road. This road is regularly used by the local guest ranch and needs to remain open to travel B6.631 and B6.22.

This is a scaled sale utilizing provision C6.825# - Scaling as Presented (Sales by Load Count), which provides for payment of timber by load count.

Provision B8.33 - The contracting officer can issue a contract suspension or modification if raptor nests, bear dens, or moth aggregation sites are found in the sale area, to prevent environmental degradation or resource damage. This provision ensures the purchaser may be reimbursed as listed in provision B8.33 due to restricted operations.

Please see attachment to this prospectus for a detailed description of each deck.

Corporations submitting an offer under a solicitation must include form AD-3030 FS Representation Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants.

Draft contract, sale area map, and bid forms are also available at:

<http://www.fs.usda.gov/resources/shoshone/landmanagement/resourcemanagement>

If printing a bid form from the web, please add the following information on the outside of the envelope:

Timber Sale Name: Pelham Decks #2

Bid Opening Date: 02/24/2014

Bid Opening Time: 03:30 p.m.

Or request a preprinted bid envelope from the Wind River Ranger District Office at 1-307-455-2466.